



U.S. General Services Administration

June 15, 2009

Mr. Kenneth Williams
Director of Procurement and Minority
Business Enterprise
Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, PA 19122

Dear Mr. Williams:

Enclosed is one executed copy of the Contract No. GS-00P-08-BSD-0546 between the Philadelphia Gas Works (PGW) and the General Services Administration (GSA). This contract will provide for natural gas and energy management services to all Federal agencies for a period of ten years beginning June 15, 2009.

Also, I am pleased to inform you that we are accepting your Subcontracting Plan for Small, Small Disadvantaged, Women-Owned, Hub-Zone, Veteran-Owned and Disabled Veteran owned (Subcontracting Plan) for this year. This is based upon your commitment to make a good faith effort to implement all elements of your Subcontracting Plan, including a continuation of your efforts to identify and categorize the significant number of small businesses which are potential suppliers in your area.

We urge that you utilize all possible resources to continue and expand your search for a small business base, and not be complacent with current conditions. This includes the use of the data base in the Central Contract Registration (CCR) Dynamic Small Business Search function. Dynamic information on this may be found at the CCR website: <http://www.ccr.gov>.

Please be reminded that PGW's Standard Form 295, Summary Subcontract Report for 2009, will be due on April 1, 2010, and every April 1 thereafter. Also, your annual subcontracting plan with subcontracting goals will continue to be required by November 30th of each year.

It has been a pleasure working with you on this contracting action and I look forward to working with you in the future. If you have any questions or require additional information, please call me at (202) 401-0174.

Sincerely,

A handwritten signature in black ink, appearing to read "Lindsey C. Lee".

LINDSEY C. LEE
Contracting Officer
Energy Center of Expertise

Enclosure

cc. Mr. Terry Budge, Small Business Administration

Areawide Public Utility Contract
for
Natural Gas and Regulated Energy Management Services
Contract No. GS-00P-08-BSD-0546
between the
United States of America
and
Philadelphia Gas Works
franchised service areas of the City of Philadelphia, Pennsylvania

Negotiated Areawide Contract
No. GS-00P-08-BSD-0546

between the
United States of America
and
Philadelphia Gas Works

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NEGOTIATED AREAWIDE CONTRACT
No. **GS-00P-08-BSD-0546**

BETWEEN THE
UNITED STATES OF AMERICA
AND
Philadelphia Gas Works

THIS AREAWIDE CONTRACT FOR natural gas and energy management services is executed this 15TH day of JUNE, 2009 between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "Government"), pursuant to the authority contained in 40 U.S.C. 501(b)(1), and Philadelphia Gas Works by Philadelphia Facilities Management Corporation ("PFMC"), solely in its capacity as operator and manager of the City-owned Philadelphia Gas Works, under and pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended, and having its principal office and place of business at 800 West Montgomery Avenue, Philadelphia, Pennsylvania 19122 (hereinafter referred to as the "Contractor"):

WHEREAS, the Contractor is a natural gas utility company that is regulated by the Philadelphia Gas Commission and the Pennsylvania Public Utility Commission;

WHEREAS, the Contractor now has on file with the Commission and/or with such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission") all of its effective tariff, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable;

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for natural gas and/or energy management services at each Federal facility where the value of the utility service provided is expected to exceed \$100,000 per year;

WHEREAS, where the Government has an areawide contract in effect with a particular utility then such utility service is normally to be procured thereunder;

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining natural gas and/or energy management services from the Contractor and to facilitate partnering arrangements as encouraged and authorized by P.L. 102-486 (Energy Policy Act of 1992) 10 U.S.C. 2911-2918 and 42 U.S.C. 8256);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1. As used in this contract,

(a) the term "Areawide Contract" means this master contract entered into between the Government and Contractor to cover the utility service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years;

(b) the term "Agency" means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly or mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website;

(c) the term "Ordering Agency" means any Agency that enters into a bilaterally executed Authorization for procurement of natural gas and/or energy management services under this Areawide Contract;

(d) the term "Authorization" means an order form used to acquire services under this areawide contract (see Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE and/or Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE) annexed hereto;

(e) the term "Termination Authorization" means an order form used to discontinue or disconnect services under this Areawide Contract (SEE EXHIBIT "A" AUTHORIZATION FOR NATURAL GAS SERVICE and/or EXHIBIT "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE);

(f) the term "Service" means any natural gas and/or energy management services generally available from the Contractor pursuant to Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable;

(g) the term "Natural Gas Service" means regulated natural gas commodities (where applicable), transportation, distribution, and/or related services;

(i) the term "Energy Conservation Measure" means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein);

(j) the term "Energy Management Service (EMS)" means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating, maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms). To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. the EMS measure must be designed to produce measurable energy use, cost reductions, water savings or measurable amounts of controlled energy use;

2. the EMS measure must be directly related to the use of energy or directly control the use of energy or water;

3. the preponderance of work covered by the EMS measure (measured in dollars) must be for items 1 and 2 above; and

4. the EMS measure must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

(k) the term "Contractor's Tariff" means Pennsylvania Public Utility Commission utility service Tariffs, and includes rate schedules, utility rates, covenants, riders, rules, regulations, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time and, where required, approved by the Commission;

(l) the term "Contractor's Terms and Conditions" for this Agreement, means the generic terms, conditions, policies, procedures and payment terms established by the Contractor for those services that are provided pursuant to this Contract but not specifically addressed by the Contractor's Tariff. The definition of "Terms and Conditions" shall not include price related matters or contract terms developed for, or pertaining to specific Authorizations.

(m) the term "Connection Charge" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are in accordance with the Contractor's Tariff and the Commission's rules and regulations, installed, owned, maintained and operated by the Contractor; and

(n) the term "Class of Service" or "Service Classification" means those categories of service established in the Contractor's Tariff as filed with the Commission.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (JULY 2004), 48 C.F.R. 52.202-1, which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Areawide Contract shall be in effect on and after the date of execution and shall continue for a period of ten (10) years, except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this areawide contract under Article 14.1-50, or the Contractor, upon 60 days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this areawide contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this areawide contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariff or the Contractor's Terms and Conditions.

2.2. Authorizations may be executed under this Areawide Contract at any time during the term of the contract, up to and including the last effective date. The term of the Authorization may be for a term extending beyond the term of this Areawide Contract in accordance with the provisions and conditions contained in the Exhibit "C" Authorization.

2.3 The provisions of this Areawide Contract shall not apply to the Contractor's service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for natural gas and/or energy management services. Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the above noted services for the installation(s) or facility(ies) named in the Authorization pursuant to the terms of this Areawide Contract.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or service of a special nature, provided such negotiated rates or service are in accordance with the rules and regulations of the Commission, if applicable.

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor for approval. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the service classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in service shall be effective as of the date specified in the Authorization. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's Tariff, the Contractor's cost of purchased fuel, or the estimated annual cost of service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such discontinuance of service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Tariff.

4.4 Prior to entering into an Authorization for goods and/or services generally available from other sources on a competitive basis, the Contracting Officer shall obtain a justification for utilizing other than full and open competition in accordance with the policies and procedures prescribed by Subpart 6.3 of the Federal Acquisition Regulations.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1 A complete listing of all the Contractor's Tariffs are available to the Government and any Ordering Agency electronically at the Contractor's website accessible via the tariff link on the website entitled www.pgworks.com/.

5.2. Subject to the provisions of Article 2.3, all natural gas and/or energy management service purchases under this Areawide Contract, as well as any other action under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable, except to the extent that same are preempted by Federal law. Throughout the term of the Contract, the Government shall have full access to the Contractor's

currently effective Tariffs. In the event the Contractor's Tariff becomes inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariff in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the term of this Areawide Contract, the Commission approves a change in rates for services specified in Authorizations in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for, those services at the newly approved rates from and after the date such rates are made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the service rates available to any Ordering Agency hereunder shall at all times not exceed those available to any other customer served under the same service classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of utility services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariff, the Commission's rules and regulations, or the Contractor's policies and procedures, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, service arrangements, energy management services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other services required or requested by an Ordering Agency and agreed to by the Contractor shall be provided and, as applicable, billed for, by the Contractor.

5.7. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for Energy Related Services or related technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such services or technical assistance shall be calculated at the time the services or technical assistance is rendered, as mutually agreed upon by the Contractor and the Agency and shall comply with Contractor's Tariffs, if applicable.

5.8. The Authorization or any other agreement used to obtain and provide the matters, services, or technical assistance described in Articles 5.6 and 5.7 above shall contain information descriptive of the matters, services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, services, or technical assistance.

5.9. Any charges for matters or services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs shall be subject to audit by the Ordering Agency prior to payment; provided, however, that notwithstanding such right to audit, payment for the matters and services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that charges for the matters or services referenced in Article 5.6 hereof will not exceed the charges billed to other customers of the Contractor served under the same service classification for like matters or services provided under similar circumstances.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The natural gas and/or energy management services supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the Contractor's Tariff or the Contractor's Terms and conditions, whichever is applicable, to substantiate the billing, and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same service classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. With the exception of the payments described in Article 7.3 herein, payments hereunder shall not be paid in advance of services rendered. The Ordering Agency shall effect payment of all bills for regulated services rendered under this Contract in accordance with the terms of the Contractor's currently effective payment provisions of the Tariff. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph.

7.2. The Ordering Agency will make invoice payments for services not subject to the direct oversight or approval of the Commission in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-27). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. All payments hereunder shall not normally be made in advance of services rendered in accordance with 48 C.F.R. Subpart 32.4 unless required by the Contractor's Tariff. The applicability of this provision is limited to connection charge and line extension payments specifically cited and provided for in the Contractor's Tariff.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-37 shall apply (See Article 14) and the Ordering Agency must specify the method of payment and the designated payment office in the Authorization.

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. Utility meter reading and all matters related to utility metering shall be as prescribed in the Contractor's Tariff or in the Contractor's Terms and Conditions, as applicable.

8.2. For the purposes of this Article, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Commission guidelines for utility service(s). References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable. The Ordering Agency shall provide and prepare in accordance with the Contractor's requirements, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply service hereunder. The Contractor shall, at all times during the life of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1, and shall assume all taxes and other charges in connection therewith; provided, however, that nothing herein shall be deemed to preclude the Contractor from including in the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable, any expenses allowed to be passed on to customers in accordance with the Contractor's Tariff or the Contractor's Terms and Conditions. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable, such equipment and facilities as for which the Contractor has responsibility in accordance with this Article 9.1 shall be removed and the Agency's premises restored, by the Contractor at its expense, within a reasonable time after discontinuance of service by the Ordering Agency.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable.

9.3 Prior to the Contractor commencing construction on the property of the Ordering Agency, the Ordering Agency shall, at its own expense, provide the Contractor with copies of maps and other records of existing Government-owned on-site utilities and other potential obstructions, as deemed necessary by the Contractor. In addition, the Ordering Agency, at its own expense, shall locate and field-mark existing Government-owned on-site underground utilities prior to the Contractor commencing construction. As an option, the Ordering Agency may request the Contractor to provide these services within the scope of the Authorization, at an additional expense, if mutually agreed to by both parties.

ARTICLE 10. LIABILITY.

10.1. If the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety or otherwise perform under this Areawide Contract, the Government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article 10.1 shall not be construed to limit the Government's liability under applicable law.

10.2. The Contractor's liability to the Government and to any Ordering Agency for any failure to supply service, for any interruptions in service, and for any irregular or defective service shall be determined in accordance with the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable.

10.3. Except as provided above, and in accordance with the Contractor's Tariff and Terms and Conditions of Service, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely by the Contractor, its employees' or agents' negligent installation and use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions of Service, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely by

the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees or agents.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation or compliance with any local, state, or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or ground water which was removed from the ground as a result of work performed by the Contractor.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of hazardous material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Government. Where there is reason to suspect that hazardous material is present at the work site, or where hazardous material is encountered during the course of work being performed, the Contractor shall stop work; notify the Contracting Officer and Activity personnel, and request that the Government test the work site for such hazardous material and appropriately abate and dispose of such hazardous material. Once the work site has been cleared of all hazardous material, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor and its agents and independent contractors shall have access to the premises served at all reasonable times during the term of this Areawide Contract and at its expiration or termination for the purposes including, but not limited to, of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder; provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable.

ARTICLE 12. PARTIES OF INTEREST.

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership of the Contractor ("change in ownership" for purposes of this Areawide Contract being defined as a sale by Contractor's parent corporation of more than fifty percent of the outstanding voting stock of the Contractor) or a change in the name of the Contractor has occurred, the Contractor shall notify the Contracting Officer at the address provided in Article 16.1 not later than thirty (30) days after the effectiveness of any such ownership or name change.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor on which is on file with the Government.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. **52.252-2 Clauses** Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

	<u>FAR REF</u>	<u>Prescribed In</u>	<u>Federal Acquisition Regulation</u>
(1)	52.202-1	2.201	Definitions (JUL 2004)
(2)	52.203-3	3.202	Gratuities (APR 1984)
(3)	52.203-5	3.404	Covenant Against Contingent Fees (APR 1984)
(4)	52.203-6	3.503-2	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
(5)	52.203-7	3.502-3	Anti-Kickback Procedures (JUL 1995)
(6)	52.203-8	3.104-9(a)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
(7)	52.203-10	3.104-9(b)	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
(8)	52.203-12	3.808(b)	Limitation on Payments to Influence Certain Federal Transactions (SEPT 2005)
(9)	52.203-13	3.1004(a)	Contractor Code of Business Ethics and Conduct (DEC 2007)

(10)	52.203-14	3.1004(b)	Display of Hotline Posters (DEC 2007)
(11)	52.204-3	4.905	Taxpayer Identification (OCT 1998)
(12)	52.204-4	4.303	Printed or Copied Double-Sided on Recycled Paper
(13)	52.204-7	4.1104	Central Contractor Registration (JUL 2006)
(14)	52.209-6	9.409(b)	Protecting the government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
(15)	52.216-21	16.506-(d)(1)	Requirements (OCT 1995)
(16)	52.219-8	19.708-(a)	Utilization of Small Business Concerns (MAY 2004)
(17)	52.219-9	19.708(b)	Small Business Subcontracting Plan (SEPT 2006)
(18)	52.219-16	19.708(b)(2)	Liquidated Damages – Subcontracting Plan (JAN 1999)
(19)	52.222-3	22.202	Convict Labor (JUNE 2003)
(20)	52.222-26	22.810(e)	Equal Opportunity (APR 2002)
(21)	52.222-35	22.1310(A)(1)	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
(22)	52.222-36	22.1408(a)	Affirmative Action for Workers with Disabilities (JUNE 1998)
(23)	52.222-37	22.1310(b)(3)	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
(24)	52.222-38	22.1310(c)	Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
(25)	52.222-39	22.1605	Notification of Employee Rights Concerning Payment of Union Dues or Fees ((DEC 2004)
(26)	52.223-6	23.505	Drug-Free Workplace (MAY 2001)
(27)	52.232-25	32.908(c)	Prompt Payment (OCT 2003)
(28)	52.232-33	32.1110(a)	Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)*
(28)	52.232-34	32.1110(a)(2)	Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)*
(29)	52.232-35	32.1110(c)	Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999)*
(30)	52.232-36	32.1110(d)	Payment by a Third Party (MAY 1999)*
(31)	52.232-37	32.1110(e)	Multiple Payment Arrangements (MAY 1999)
(32)	52.233-1	33.215	Disputes (JUL 2002)
(33)	52.236-9	36.509	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)
(34)	52.237-2	37.110(b)	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
(35)	52.241-2	41.501(c)(1)	Order of Precedence – Utilities (FEB 1995)
(36)	52.241-3	41.501(c)(2)	Scope and Duration of Contract (FEB 1995)*
(37)	52.241-4	41.501(c)(3)	Change in Class of Service (FEB 1995)
(38)	52.241-5	41.501(c)(4)	Contractor's Facilities (FEB 1995)*
(39)	52.241-6	41.501(c)(5)	Service Provisions (FEB 1995)
(40)	52.241-7	41.501(d)(1)	Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)
(41)	52.241-8	41.501(d)(2)	Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(42)	52.241-9	41.501(d)(3)	Connection Charges (FEB 1995)
(43)	52.241-10	41.501(d)(4)	Termination Liability (FEB 1995)
(44)	52.241-11	41.501(d)(5)	Multiple Service Locations (FEB 1995)*
(45)	52.241-12	41.501(d)(6)	Nonrefundable, Nonrecurring Service Charge (FEB 1995)
(46)	52.241-13	41.501(d)(7)	Capital Credits (FEB 1995)
(47)	52.242-13	42.903	Bankruptcy (JUL 1995)
(48)	52.244-5	44.204(c)	Competition in Subcontracting (DEC 1996)
(49)	52.249-2	49.502(a)(2)	Termination for the Convenience of the Government (Fixed Price) (MAY 2004)
(50)	52.249-8	49.504(a)(1)	Default (Fixed-Price Supply and Service (APR 1984)
(51)	52.253-1	53.111	Computer Generated Forms (JAN 1991)

Clauses marked with an asterisk (*) are only applicable if specifically indicated on an Exhibit, and only to the work ordered on that Authorization.

14.2 Repeal of Clauses During Term of Contract.

If, during the term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of the contract or other clauses referenced in this Article.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of 15 U.S.C. 637(d). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the life of this Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Center web site accessible via <http://www.gsa.gov/energy>.

ARTICLE 16. NOTICES

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, Energy Center of Expertise (PLA), 301 7th Street, SW, Room 4004, Washington, DC 20407.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: Joseph Smith, Vice President – Marketing, Philadelphia Gas Works, 800 W. Montgomery Avenue, Philadelphia, PA 19122, (215) 684-6757, or to such other person as the Contractor may hereafter designate in writing.

16.3. The Contractor shall provide GSA with a copy of all fully executed Exhibit "B" Authorizations for Energy Management Service including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING

The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on performance, Summary of Subcontract Report (Standard Form 295), in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by April 1 of each year during the life of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the North-American Energy Measurement and Verification Protocol (NEMVP), published by the Department of Energy's Federal Energy Management Program (FEMP).

18.2. Unless otherwise provided by law, the following provisions shall apply:

(a) Payment for energy conservation measures, when authorized as Energy Management Service (EMS), shall be equal to the direct cost of capital and/or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures should be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed 90% of the useful life of the equipment and material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-48 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all

documents related to the selection of a subcontractor. In no event shall the service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 (Article 14.1-12 herein).

18.3. Warranties:

The Company shall pass through to the Agency all warranties on equipment installed or provided by it or its subcontractors on Government property with the following representation:

PHILADELPHIA GAS WORKS ACKNOWLEDGES THAT THE UNITED STATES OF AMERICA WILL OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF COMPANY SHALL INURE ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST PHILADELPHIA GAS WORKS OR MANUFACTURER DIRECTLY BY THE UNITED STATES.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and approval. Upon approval of the preliminary audit or analysis and a receipt of a notice to proceed, the Contractor may negotiate Task Orders with the Ordering Agency for the implementation of the energy conservation measures described in the preliminary documents. The failure of GSA to respond within ten (10) business days to a request for approval of an energy conservation measure shall result in the constructive approval of the project. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "B" Authorizations for Energy Management Service resulting from approved energy audits including any applicable attachments at the address provided in Article 16.1.

18.6. The Contractor shall not provide Energy Management Service to Federal facilities unless the facility is a current customer or prospective customer of the regulated utility within the franchised service territory of the utility company providing such services.

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the utility service being provided to it under an Authorization.

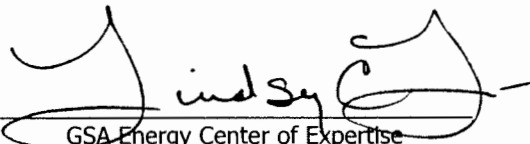
19.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of the contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341(a)(1)(A)).

19.3. Obligation to Serve: Nothing contained in this contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

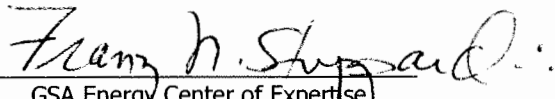
19.4. Term of Authorizations: It is recognized that during the life of this contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the term of this contract. In such event, the particular Authorization involved may specify a term extending beyond the term of this contract, provided that is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for connection charge and/or energy management service projects.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and the year first above written.

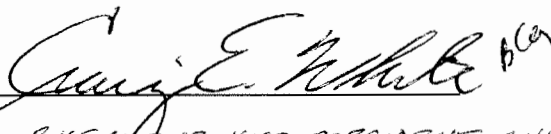
UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: 
GSA Energy Center of Expertise
Contracting Officer

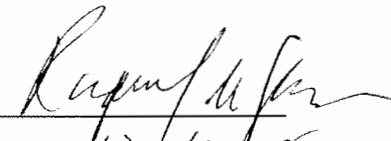
ATTEST:

By: 
GSA Energy Center of Expertise

Philadelphia Gas Works by Philadelphia
Facilities Management Corporation

By: 
Title: EXECUTIVE VICE PRESIDENT AND
CHIEF OPERATING OFFICER

ATTEST:

By: 
Title: 112-16-108

CERTIFICATE

I, _____, certify that I am _____ of Philadelphia Gas Works, named as Contractor in the negotiated Areawide public utility contract No. GS-OOP-08-BSD-0546; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; and that said contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ _____

(Corporate Seal)

EXHIBIT "A"

Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)

Philadelphia Gas Works
AUTHORIZATION FOR GAS SERVICE, CHANGE IN GAS SERVICE,
OR DISCONNECTION OF GAS SERVICE UNDER
CONTRACT NO. GS-OOP-08-BSD-0546

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-08-BSD-0546 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ DSM Work,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities

OTHER TERMS AND CONDITIONS: _____
Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: _____ MCF

ESTIMATED ANNUAL SERVICE COST: \$ _____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) _____ 52.236-5 Material and Workmanship (APR 1984)
(3) _____ 52.241-4 Change in Class of Service (FEB 1995)
(4) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)
(5) _____ 52.241-5 Contractor's Facilities (FEB 1995)
(6) _____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
(7) _____ 52.241-11 Multiple Service Locations (FEB 1995)
(8) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
(9) _____ 52.249- Default (_____) (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

By: _____
Authorized Signature

Title: _____
Date: _____

Philadelphia Gas Works by Philadelphia Facilities Management Corporation
(Contractor)

By: _____
Authorized Signature

Title: _____
Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Center of Expertise (PLA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

Contractor's ID NO. _____

Ordering Agency's ID NO. _____ (Required)

Philadelphia Gas Works
AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES
CONTRACT NO. GS-OOP-08-BSD-0546

Ordering Agency: _____

Address: _____

Pursuant to Contract No. GS-OOP-08-BSD-0546 between the Contractor and the United States Government, service to the Government under such contract shall be rendered and subject to all the provisions thereof. The Areawide Contract shall be for a term of ten years, however, it is the intent of the Contractor and the Government to renew the contract upon the conclusion of the current contract term. In the event the Areawide Contract is not renewed at the expiration of the contract term, the Exhibit "B" Authorization shall be modified to incorporate the general terms and conditions of the current contract and the term extended to the required contract term utilizing the contracting authority contained in 42 U.S.C. 8287.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Preliminary Energy Audit ☐ ECP Feasibility Study ☐ ECP Engineering & Design Study
☐ Energy Conservation Project (ECP) Installation ☐ Demand Side Management (DSM) Project
☐ Other (See Remarks Below)

ALL ENERGY MANAGEMENT SERVICES TO BE PROVIDED BY THE PHILADELPHIA GAS WORKS UNDER THIS AGREEMENT ARE SUBJECT TO THE AUTHORITY OF THE APPLICABLE STATE REGULATORY COMMISSION HAVING JURISDICTION.

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

<input type="checkbox"/> General Conditions	<input type="checkbox"/> Payment Provisions	<input type="checkbox"/> Special Requirements	<input type="checkbox"/> Economic Analysis
<input type="checkbox"/> Facility/Site Plans	<input type="checkbox"/> Historical Data	<input type="checkbox"/> Utility Usage History	<input type="checkbox"/> ECP Feasibility Study
<input type="checkbox"/> Design Drawings	<input type="checkbox"/> Design Specifications	<input type="checkbox"/> Certifications	<input type="checkbox"/> Commission Schedules

CLAUSES INCORPORATED BY REFERENCE AND MISCELLANEOUS PROVISIONS

(Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) _____ 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002) --Supersedes provisions of payment clauses in Article 14.
(3) _____ 52.2332-27 Prompt Payment for Construction Contracts (FEB 2002)
(4) _____ 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995) (Use full Text of Clause)
(5) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
(6) _____ 52.249- Default (_____) (Specify appropriate Clause)

In addition, the Contracting Officer negotiating the terms and conditions under this authorization shall supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)

Philadelphia Gas Works by Philadelphia Facilities Management Corporation
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Center for Energy Management (PLA), General Services Administration, Washington, DC 20407.